

**MOUNT SOUTHLINGTON SKI AREA
WAIVER OF CLAIMS, ASSUMPTION OF RISK, RELEASE OF LIABILITY,
INDEMNIFICATION AND ARBITRATION AGREEMENT (2020/2021)**

PLEASE READ CAREFULLY

Skiing, snowboarding, and related activities involve risk of serious injury, including death, caused by hazards inherent in these the sports. Participation in these sports and related activities, no matter what type of equipment you are using or the event or program in which you have chosen to participate, including but not limited to racing training, racing competitions, terrain park use, terrain park competitions, lessons, group programs, cardboard box events, and others, is a voluntary act on the part of the Participant and, where applicable the Participant's parent(s) or guardian(s). The use of helmets is strongly recommended, but cannot itself prevent serious injury or death.

In consideration of being allowed to take part in activities and services offered at Mount Southington Ski Area, Inc. (the "Facility"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, and on behalf of family members, heirs, and assigns (the "Releasor"), hereby agree, to the fullest extent permitted by law:

- 1) TO WAIVE ALL CLAIMS** that they have or may have against the Facility, Mount Southington Limited Partnership, and/or Mount Southington Restaurant and Lounge, Inc. ("Releasees") arising out of the inherent risks of skiing, snowboarding, and other related activities, such as mentioned above;
- 2) TO ASSUME ALL RISKS INHERENT TO SKIING, SNOWBOARDING AND OTHER RELATED ACTIVITIES**, as mentioned above; and
- 3) TO RELEASE AND INDEMNIFY RELEASEES**, their owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, death, or expense that the Participant (or their next of kin) may suffer, arising out of the inherent risks.

RELEASOR knows that these inherent risks include, but are not limited to the risks identified by the Connecticut legislature in Connecticut General Statutes (CGS) § 29-212 such as: variations in terrain and snow surfaces; bare spots or ice; trees or other objects not within the confines of the trails; collisions with race gates, terrain park features, or conspicuously marked or placed lift towers; or collisions with other skiers/riders. RELEASOR acknowledges that these inherent risks, among others that may be encountered in a winter alpine environment, could cause injuries, damages, or death. RELEASOR knows that skiing, snowboarding and related activities are inherently hazardous sports, and that participants commonly and routinely injure themselves while engaging in them. RELEASOR freely assumes the risk for all injuries, damages, or death caused by, or related to, these inherent risks. The Participant agrees to be at all times familiar with, and to follow, the Skier Responsibility Code, and to be familiar with, and to comply with the RELEASEES' rules, policies and any special regulations. The Participant acknowledges and agrees that it is their responsibility to close the restraining device on chair lifts, as referenced in CGS § 29-213. RELEASOR acknowledges that they have been adequately notified that child Participants may ride chair lifts with other children or non-employee adults, and consent to this.

RELEASOR agrees to indemnify and hold harmless the RELEASEES for all defense costs, fees, settlements, judgments and the like, including attorney fees, arising out of any claim that is related to injuries caused by the inherent risks.

RELEASOR agrees that every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on RELEASOR.

Arbitration: RELEASOR and RELEASEES agree that any claim for personal injury or death, except claims for indemnification, shall be submitted for arbitration. Three arbitrators, including one neutral, shall be utilized. They shall decide if the injuries and damages claimed by RELEASOR arise out of risks inherent to skiing, snowboarding, and related activities. RELEASOR agrees to abide by the arbitrators' decision, and refrain from pursuing damages by way of civil law suit, if the arbitrators determine that RELEASOR'S injuries or damages arose out of said inherent risks. If the arbitrators determine that the RELEASOR'S injuries and damages did not arise out of an inherent risk, RELEASOR may pursue the

claim by way of civil law suit in either state or federal court and RELEASEE will not pursue inherent risk as a defense at trial of the civil suit.

Acknowledgement: I grant permission to Mount Southington Ski Area, Inc. to use my photograph, video recording, motion picture recording, or any other record of my use of its services for legitimate advertising purposes.

This agreement represents the entire agreement between the parties, and it may not be altered or modified, except by written modification signed by the parties.

Parent or Guardian must also sign if the Participant is UNDER 18.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I CONSENT TO SIGN THE AGREEMENT/ACCEPT TERMS ELECTRONICALLY AND HAVE BEEN GIVEN AMPLE TIME TO CONSIDER THESE TERMS.

Parent or Guardian must also sign if the Passholder is UNDER 18.

Parent/Guardian Name (please print): _____

Parent/Guardian Signature: _____ Date: _____

1st Passholder's Name (please print): _____

Signature: _____ Date: _____

2nd Passholder's Name (please print): _____

Signature: _____ Date: _____

3rd Passholder's Name (please print): _____

Signature: _____ Date: _____

4th Passholder's Name (please print): _____

Signature: _____ Date: _____